



Health Services
LOS ANGELES COUNTY

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March 17, 2009

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO AGREEMENT FOR OBSTETRICAL
PHYSICIAN SERVICES FOR THE ANTELOPE VALLEY AREA
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Request approval to extend the Agreement with Samy F. Farid, M.D., Inc. for obstetrical and gynecological physician services and increase the maximum contract obligation.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Interim Director of Health Services (Interim Director), or his designee, to execute Amendment No. 6 to Agreement H-700737 with Samy F. Farid, M.D., Inc., (Farid Inc.) to increase the contract maximum obligation for the remainder of the current contract period by \$30,772, due to an increase in patient visits, and extend the contract term for six months, effective July 1, 2009 through December 31, 2009, for the continued provision of obstetrical and gynecological (OB/GYN) services at Antelope Valley Hospital (AVH) and Antelope Valley Health Center (AVHC) for the High Desert Health System (HDHS), and increase the contract maximum obligation by \$140,000, to cover the extension period, for a total contract maximum obligation increase of \$170,772 to \$951,859.
2. Delegate authority to the Interim Director, or his designee, to extend the term of Agreement, month-to-month, for a maximum of six months, effective January 1, 2010 through June 30, 2010, for an additional contract cost of \$140,000, bringing the contract maximum obligation to \$1,091,859, subject to review and approval by the Chief Executive Office and Office of County Counsel.

ADOPTED

**BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES**

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MARCH 17, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION

Approval of the recommended actions will allow the Department of Health Services (DHS or Department) to sign an Amendment, substantially similar to Exhibit I, to increase the current contract allocation due to an increase in the number of County registered prenatal care patients who present for OB/GYN Services at AVHC and obstetrical delivery at AVH; extend the contract term for an additional six months to provide uninterrupted critical services to the patients served by HDHS; and, authorize an increase to the contract allocation due to the extension of the contract term. The current agreement expires June 30, 2009.

Under the Agreement the contractor is compensated at set rates per OB/GYN clinic sessions at AVHC, per inpatient delivery at AVH and at a rate of \$10 per hour for being on call 24/7. All of the rates will remain the same during the remainder of the contract term. The contract maximum obligation increase is requested due to an increase in the number of scheduled clinic sessions covered by Farid, Inc.

Patient visits at AVHC increased by 19% from 4,727 in FY 2006-07 to 5,633 in FY 2007-08 and visits are projected to increase by an additional eight percent to 6,062 in FY 2008-09. The increase in AVHC coverage provided by this contractor has enabled HDHS to reassign a County gynecologist from AVHC to provide additional gynecology clinic sessions at HDHS and the South Valley Health Center clinics. This has resulted in a 23 percent increase in OB/GYN clinic visits at those sites, from 2,336 visits in 2006-07 to 2,884 visits in 2007-08. An additional increase of 19 percent, to 3,440 visits is projected for FY 2008-09. Maintaining the increase in clinic sessions at AVHC conducted by the contractor is essential in order to ensure timely access to early prenatal care for high-risk patients.

The Department has experienced difficulty with the recruitment and retention of qualified OB/GYN physicians and the approval of this Amendment will support the continued provision of prenatal care and obstetrical delivery services to low-income, uninsured and high-risk women, as well as ensure the availability of emergency OB/GYN services to Community Health Plan (CHP) enrollees in the Antelope Valley area.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Service Excellence and Goal 7, Health and Mental Health of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The maximum obligation of the Agreement, effective the date of Board approval through December 31, 2009 is \$951,859, which is an increase of \$170,772. The maximum obligation including the month-to-month extension, effective January 1, 2010 through June 30, 2010 is \$1,091,859, which is an increase of an additional \$140,000. Funding is included in the Fiscal Year (FY) 2008-09 Final Budget and will be requested in the FY 2009-10 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current contractor, Farid, Inc. has provided obstetrical services under two physician specialty medical services agreements since January 1, 2003.

On November 9, 2004, the current Agreement was approved by your Board which continued the provision of on-site prenatal and postpartum care at AVHC and off-site OB/GYN services to County registered patients at AVH.

On March 6, 2007, your Board approved Amendment No. 2, which expanded the provision of OB/GYN services to include County registered patients who are CHP members admitted and treated at AVH, but who were not previously treated at AVHC for prenatal care; and, approved on-call coverage for the services provided at AVH to indigent patients.

County Counsel has determined that the Agreement is exempt from Proposition A contracting guidelines due to the shortage of qualified OB/GYN physicians in the Antelope Valley area. The Department has determined that these services are not subject to the Living Wage Ordinance.

County Counsel has reviewed and approved Exhibit I, as to use and form.

CONTRACTING PROCESS

On November 9, 2004, your Board approved a Sole Source Agreement with Farid, Inc. for the provision of contract OB/GYN services in the Antelope Valley area. The Agreement was necessary to address the immediate service needs of the Antelope Valley area which includes the provision of prenatal and postpartum care at AVHC and OB/GYN services at AVH.

DHS is currently reviewing and assessing all of the physician services and temporary medical personnel services agreements Department wide in an effort to consolidate and standardize the contracting process. During the extension period, DHS will be returning to your Board with recommendations for all of the Agreements going forward.

The Honorable Board of Supervisors
March 17, 2009
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IMPACT ON CURRENT SERVICES (OR PROJECT):

Board approval of the recommended amendment to the agreement will ensure the continued provision of critical OB/GYN services to the patients served in the Antelope Valley area.

CONCLUSION

When approved, DHS requires three signed copies of the Board's action.

Respectfully submitted,



John F. Schunhoff, Ph.D.
Interim Director

JFS:ks

Attachment

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Samy Farid BL.KS

MEDICAL SERVICES AGREEMENT
(Obstetrical Services - Antelope Valley Area)

Amendment No. 6

THIS AMENDMENT is made and entered into this _____ day
of _____, 2009,

by and between COUNTY OF LOS ANGELES (hereafter
"County")

and SAMY F. FARID, M.D. INC.
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled
"MEDICAL SERVICES AGREEMENT (Obstetrical Services - Antelope
Valley Area)" dated November 9, 2004 and further identified as
County Agreement Number H-700737, and any Amendments thereto (all
hereafter referred to as "Agreement");

WHEREAS, it is the intent of the parties hereto to provide
changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written Amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective the date of Board
approval.

2. Paragraph 1, TERM AND TERMINATION, Subparagraph A, of
the body of this Agreement shall be amended to read as follows:

"1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on the date of Board approval and shall continue in full force and effect to and including June 30, 2005. Thereafter, this Agreement may be renewed for successive one (1) year renewal periods, for a total of five (5) years and six (6) additional months, without further action by the parties hereto, to expire on December 31, 2009, unless the desire of either party to terminate this Agreement is given in writing to the other party not less than ninety (90) days prior to the expiration of the initial or any successive term. The term of this Agreement may be extended by Director of Health Services beyond the stated expiration date of December 31, 2009, on a month-to-month basis, for a period of time not to exceed six months effective January 1, 2010 through June 30, 2010, subject to the availability of federal, State, or County funding sources, and upon mutual written agreement of the parties. If such funding is not forthcoming, this Agreement shall terminate December 31, 2009. All provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the period of extension. In any event, either party

may terminate this Agreement at any time, for any reason, with or without cause, by providing at least ninety (90) calendar days' prior written notice thereof to the other party."

3. Paragraph 4, COMPENSATION, Subparagraph E, Maximum Compensation, of the body of this Agreement shall be amended to read as follows:

"4. COMPENSATION:

E. Maximum Compensation: During the term of this Agreement, effective the date of Board approval through December 31, 2009, and including the month-to-month extension of the contract term effective January 1, 2010 through June 30, 2010, the maximum obligation of County for Contractor's performance hereunder shall not exceed One Million, Ninety One Thousand, Eight Hundred Fifty Nine Dollars (\$1,091,859). The maximum compensation for any twelve (12) month period shall not exceed Two Hundred Eighty Thousand Dollars (\$280,000)."

4. Paragraph 29, CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREAT AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT, of the ADDITIONAL PROVISIONS attached to the Agreement, shall be amended to read as follows:

"29. CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE
(GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW)

PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. If Contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. The County will refer GAIN/GROW participants, by job category, to the Contractor."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

SAMY F. FARID, M.D., INC.
Contractor

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL

By _____
Signature

Printed Name

Principal Deputy County Counsel

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT
ADMINISTRATION:

By _____
Kathy Hanks, Director
Contract Administration and
Monitoring

AMEND6Farid.KS:02/25/09